K/W-4

GOVERNMENT OF KARNATAKA
Bangalore Development Authority.
Executive Engineer South Division Bangalore-70

TENDERS FOR THE WORK OF : **Improvements to Existing of J.P Nagara 9th Phase, 7th Block Layout, behind Alahalli lake Bangalore South.**

TENDER REFERENCE : **BDA/2024-25/BD/WORK_INDENT 49**

PERIOD OF SALE OF TENDER DOCUMENT (**As prescribed in e – portal**) : ***Please refer e-procurement portal***

LAST DATE FOR SALE OF TENDER DOCUMENT : ***Please refer e-procurement portal***

LAST DATE AND TIME FOR RECEIPT OF TENDERS : ***Please refer e-procurement portal***

TIME AND DATE OF OPENING OF COVER ONE OF TENDERS : ***Please refer e-procurement portal***

PLACE OF OPENING OF COVER ONE OF TENDERS : :***O/o*** **Executive Engineer SOUTH DIVISION BDA, Bangalore.**

TIME AND DATE OF OPENING OF COVER TWO OF TENDERS : ***Will be intimated to the Qualified Tenderers***

PLACE OF OPENING OF COVER TWO OF TENDERS : ***Will be intimated to the Qualified Tenderers***

ADDRESS FOR COMMUNICATION : **Executive Engineer SOUTH DIVISION BDA, Bangalore.**

Contents

Section	Description	Page No.
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	6
3.	QUALIFICATION INFORMATION	18
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	21
5.	CONDITIONS OF CONTRACT (CC)	24
6.	CONTRACT DATA	37
7	SPECIFICATIONS	42
8	DRAWINGS	43
9.	BILL OF QUANTITIES	44
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	45

Date **IFT**

No.EE:South:24-25

1. The ***Executive Engineer, South Division, BDA, Bangalore*** invites tenders from eligible tenderers, in ***Two Cover Tender procedure*** system for the work detailed in the table through e-procurement portal of the Government of Karnataka viz., http//eproc.Karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract(Standard tender document KW-4).

2. Tender documents may be downloaded from the e-procurement of Karnataka as per specified time and date in the portal.

3. Tenders must be accompanied by the earnest money deposit specified for the work in the table below. Earnest money deposit will have to be in any of the forms as per the instructions in the e-procurement portal and shall have to be valid for 45 days beyond the validity of the tender **(135 days).**

4. Tenders must be submitted online through e-procurement portal as per time and date specified in the portal and the opening of the tenders will be as per the e-procurement portal guidelines.

5. A Pre-tender meeting will be held on **As prescribed in e – portal** hours at the Office of the Executive Engineer, South Division, BDA, Bangalore to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.

6. Other details can be seen in the tender documents

TABLE

SL No.	Name of work	Form No.	Approximate value of work (Rs. In lakhs)	Earnest money deposit (Rs in lakhs)	Period of completion including Monsoon season	Contractor eligibility
1	2	3	4	5	6	7
1	**Improvements to Existing of J.P Nagara 9th Phase, 7th Block Layout, behind Alahalli lake Bangalore South. BDA/2024-25/BD/WORK_INDENT 49**	**K/W-4**	**Rs. 457.97**	6,86,956.00 /- (Rs.1,00,000/- through E payment and Rs.5,86,956 /-through Bank Guarantee)	**11 months**	**Class - I**

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

Sd/-
Executive Engineer
SOUTH DIVISION
BDA, Bangalore

2. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in/#/portal/index.seam under login for Contractors:

After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

3. Tenders must be accompanied by earnest money deposit which will paid online through e-Procurement portal as mentioned

4. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. First Cover Tenders will be opened at prescribed time and date in the e-procurement portal.

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	General	
1.	Scope of Tender	7
2.	Eligible Tenderers	7
3.	Qualification of the Tenderer	7
4.	One Tender per Tenderer	8
5.	Cost of Tendering	8
6.	Site Visit	8
B.	Tender Documents	
7.	Content of Tender documents	9
8.	Clarification of Tender Document	9
9.	Amendment of Tender documents	9
C.	Preparation of Tenders	
10.	Documents comprising the Tender	9
11.	Tender prices	10
12.	Tender validity	10
13.	Earnest money deposit	10
14.	Format and signing of Tender	13
D.	Submission of Tenders	
15.	Sealing and marking of Tenders	13
16.	Deadline for submission of Tenders	13
17.	Late Tenders	13
18.	Modification and Withdrawal of Tenders	13
E.	Tender opening and evaluation	
19.	Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers	13
20.	Opening of Second Cover Tenders of qualified Tenders and evaluation	14
21.	Process to be confidential	14
22.	Clarification of Tenders	14
23.	Examination of Tenders and determination of responsiveness	15
24.	Correction of errors	15
25.	Evaluation and comparison of Tenders	15
F.	Award of contract	
26.	Award criteria	16
27.	Employer's right to accept any Tender and to reject any or all Tenders	16
28.	Notification of award and signing of Agreement	16
29.	Security deposit	16
30.	Advance payment and Security	17
31	Corrupt or Fraudulent Practices	17

1. Scope of Tender

1.1 The ***Executive Engineer, South Division, BDA, Bangalore*** (Referred to as Employer in these documents)invites tenders following ***Two Cover Tender procedure***, from eligible Tenderers, for the construction of work (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in his/its name should have in the last five years i.e. ***(2019-2020 to 2023-24)***

(a) achieved in at least two financial years a minimum annual financial turnover (in all classes of civil Engineering construction works only) of **Rs.915.94 Lakh**. (Usually not less than two times the estimated annual payments under this contract)

(b) Satisfactorily completed (at least 80% of the contract value), as prime contractor, at least one similar work of value not less than **Rs. 366.37 Lakhs** (Usually not less than 80% estimated value of contract).

(c) executed in any one year, the following minimum quantities of work. (Usually 80% of the peak annual rate of construction)

Sl. No	Description of key items of works	Quantity
1	Embankment	**14516 Cum**
2	Sub grade	**1198 Cum**
3	GSB/WMM	**1383.30 Cum**
4	BC/BM	**266.50 Cum**
5	PCC/RCC	**626.82 Cum**
6	TMT Steel	**33.51 Tonne**
7	Manhole	**28 Nos**
8	Pipe (NP)	**628 Mtr**

3.2 (d) The tenderer or his identified sub contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling **Rs.12.52 Lakh (**usually not less than 50% of the electrical works) in any one year.

3.2 (e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar

water supply/sanitary engineering works totaling **Rs.3.35 Lakhs** (usually not less than 50% of the water supply/sanitary engineering works)* in any one year.

3.3 Each Tenderer should further demonstrate:

(a) Equipment capacity: Each tenderer should further demonstrate(a) available by owning at least 50% of the required/specified key and critical equipment for this work and (b) the remaining 50% can be deployed on ease/hire basis for all works provided, the relevant documents (commitment agreements etc.,) for availability for this work are furnished.

Sl. No	Key and critical equipment	Own	Rent
1	Hot mix plant	1 Nos.	1 Nos.
2	Paver	1 Nos.	1 Nos.
3	roller	1 Nos.	1 Nos.
4	Concrete Mixer with hopper	**1 No.**	1 No.
5	Excavator	1 No.	1 No.
6	Tippers	1 Nos	1 Nos
7	Water tankers 5000 Ltrs capacity & above	1 Nos.	1 Nos.
8	Centering - 10000.00sqm	5000 sqmt	5000 sqmt
9	Vehicle mounted bituminous sprayer	1 Nos.	1 Nos.

Note: All Machineries purchased during last five years only should be used and will be considered for evaluation.

(b) Liquid assets and /or availability of credit facilities of not less than ***Rs.* 137.39 *Lakh*** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.(As per the prescribed format in clause 1.10 of SECTION 3, QUALIFICATION INFORMATION of this document.)

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d), (f), (g) and (h) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to ***2024-25*** price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited. **(i.e., (6 *months*)**

B = Value, at ***2024-25*** price level, of existing commitments and on-going works to be completed during the next 6 months.

Note: (1)The statements showing the value of existing commitments and on-going works as well as the

stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets of Tender documents should be filled and submitted through e-procurement portal.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the

enquiry but without identifying its source.

8.2 Pre-tender meeting:

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **the office Executive Engineer, South Division, BDA, Bangalore as prescribed in e – portal.**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions writing or by cable to reach the Employer not later than 5 days before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by Issuing addendum.

9.2 Any addendum thus issued shall be part of the tender documents and shall be through e-procurement portal.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows.

The Tender submitted by the tenderer shall be submitted only through e-procurement portal in two covers electronically and shall contain the documents as follows:

10.1.1 First Cover (Ref e-portal) :

(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;

10.1.2 Second Cover (Ref e-portal):

(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in

without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so

Indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced

Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and

words). Items for which no rate or price is entered by the Tenderer will not be paid for by the

Employer when executed and shall be deemed covered by the other rates and prices in the Bill of

Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause,

shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of

the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than total **90 days** (Ninety Days) after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that

the Tenderers may extend the period of validity for a specified additional period. The request and

the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request

without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be

required or permitted to modify his tender, but will be required to extend the validity of his earnest

money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit (Refer e-portal)

13.1. The supplier/contractor can pay the Earnest Money Deposit (EMD) amount as % of the estimated cost of

the work put to tender**.**

a. Upto Rs.20.00 Lakh 2.5%
b. Rs.20.00 Lakh and above upto Rs.1.00 Crore 2% subject to a minimum of Rs.50,000.00
c. Rs.1.00 Crore and above upto Rs.10.00 Crore 1.5% subject to a minimum of Rs.2,00,000.00
d. Rs.10.00 Crore and above 1% subject to a minimum of Rs.15,00,000.00

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-Procurement web-site (www.kppp.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at any nationalized Bank. EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a) EMD will be accepted in the form of electronic cash ((Rs.1,00,000/- through E payment and Rs. 5,86,956 /-through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at any nationalized Bank. until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to e-procurement portal for more details on the process.

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/can cell bid before the bid submission time /Date.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for **45 days beyond the validity of the tender.**

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

14. Format and signing of Tender (THROUGH E-PROCUREMENT PORTAL.)

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender

D. Submission of Tenders (NOT APPLICABLE) as per e – portal

15. Sealing and marking of tenders (NOT APPLICABLE) as per e – portal

15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

15.2 The **inner and outer** envelopes shall **as per e – portal**

(a) be addressed to the Employer at the following address:

Office of Executive Engineer, South Division, BDA, Bangalore.

(insert address of office for Tender submission), and

(b) bear the following identification:

- Tender for ..... [name of contract]
- Tender Reference No..... [insert numb
- DO NOT OPEN BEFORE.....[time and date for tender opening, per Clause 19]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

16. **Deadline for submission of the Tenders (NOT APPLICABLE) as per e – portal.**

16.1.1 Tenders must be received by the Employer at the address specified above no later than dates as prescribed in the e-portal.

In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders

will be received up to the appointed time on the next working day.

16.1.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9,

in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline

will then be subject to the new deadline

17. Late Tenders: In online e procurement system, you shall not be able to submit the bid after the bid submission time

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

and date as the icon or the task in the e procurement portal will not be available.

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer

18. Modification and Withdrawal of Tenders (NOT APPLICABLE) as per e – portal .

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation (THROUGH E-PROCUREMENT PORTAL.)

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

Procedures will be followed as per the E-procurement guidelines

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at **As prescribed in e – portal** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as

per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

a. Opening of Second Cover of qualified Tenderers and evaluation: Procedures will be followed as per the E-procurement guidelines.

20. **Opening of Second Cover of qualified Tenderers and evaluation:**

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail**.**

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison

or contract award decisions may result in the rejection of the Tenderers' Tender..

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[17]; **- Not Applicable-**

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. **- Not Applicable-**

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the aboveprocedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered asbinding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will berejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b). **- Not Applicable-**

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; **-**

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited

benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and tocancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period **through e-procurement portal** and registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the

Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 **Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract:-**

-Banker's cheque/Demand draft,/Pay Order in favour of ***Executive Engineer, South Division, BDA,***
payable At ***Bengaluru*** or
-A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to ***Executive Engineer, South Division, BDA,***

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled Bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

computing Tender
capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

Principal place of business: (Attach Copy)

	Financial year	Amount in Rs
1.2 Total value of civil engineering construction works executed and payments received in the last five years (inRs. Lakhs)[1]	**2019-20**	
	2020-21	
	2021-22	
	2022-23	
	2023-24	

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the
five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified
in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed	Remarks (Indicate contract reference)
2019-20				
2020-21				
2021-22				
2022-23				
2023-24				

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

[1] Attach Certificate from Chartered Accountant
[2] Items of work for which data is requested should tally with that specified in ITT Clause 3

Description	Place	Contract No.	Name	Value of	Stipulated	Value of works[3]	Anticipated
K/W-4					Works/Open tender/Item Rate/	>Rs.100 lakhs <1000 lakhs	

of Work	&& Date State		and Address of Employer	Contract (Rs. lakhs)	period of completion	remaining to be completed (Rs. lakhs)	date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6. The following items of equipment are considered essential for successfully carrying out the works. The
Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]		Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's
reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent
employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide
references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT
Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the
Banker in the

[3]Attach Certificates fr omEngineer -in- Charge

[4]The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)
suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank, Senior Bank Manger Address: .....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price- (Not Applicable)

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work [5]

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

5 Attach certificates from the respective Employers

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender- Not Applicable

Description of the Works: _____

_____ [6]

Tender

To :

Address :

_____ 7

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].8

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax

clearance certificate. Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer
Address:

[6]To be filled in by the Employer before issue of the Tender document
[7] To be filled in by the Employer before issue of the Tender document
[8] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

Tender

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

Letter of Acceptance
(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period
i.e. up to ... ... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of

Signatory Name of

Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)

———— (date)

To

————————————— (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ———— [9]a Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

9 Name of the contract

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

Agreement Form

Agreement

This agreement, made the _____day of _____20_____,
between_____
_____[name and address of Employer]
(hereinafter called "the Employer") of the one part and _____

_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____

_____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees .....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement,

viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:
Binding Signature of Employer
Binding Signature of Contractor

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

		Page No.
A.	General	
	1. Definitions	25
	2. Interpretation	25
	3. Law governing contract	26
	4. Employers decisions	26
	5. Delegation	26
	6. Communications	26
	7. Subcontracting	26
	8. Other Contractors	26
	9. Personnel	26
	10. Employer's and Contractor's risks	26
	11. Employer's risks	26
	12 Contractor's risks	27
	13. Insurance	27
	14. Site Investigation Report	27
	15 Query about Contract Data	27
	16 Contractor to construct the Works	27
	17. The Works to be completed by Intended Completion Date	27
	18 Approvals by the Employer	28
	19. Safety	28
	20. Discoveries	28
	21. Possession of the Site	28
	22. Access to the Site	28
	23. Instructions	28
	24. Procedure for resolution of disputes	28
B.	Time Control	
	25. Program	28
	26. Extension of the Intended Completion Date	29
	27. Delays ordered by the Employer	29
	28. Management meetings	29
C.	Quality Control	
	29. Identifying defects	29
	30. Tests	29
	31. Correction of defects	29
	32. Uncorrected defects	29
D.	Cost Control	
	33 Bill of Quantities (BOQ)	29
	34 Variations	30
	35. Payment for Variations	30
	36. Submission of bills for payment	30
	37 Payments	31
	38. Compensation events	31
	39. Tax	31
	40 Price Adjustment	31
	41. Liquidated damages	32
	42. Advance Payments	32
	43. Securities	33
	44. Cost of repairs	33
E	Finishing of Contract	
	45. Completion	33
	46. Taking Over	33
	47. Final account	33
	48. As built drawings and/or Operating and Maintenance Manuals	33
	49. Termination	33
	50 Payment upon termination	34
	51. Property	34
	52. Release from performance	34
F	Special Conditions of Contract	34

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender. Compensation events are those defined in Clause 38 hereunder.
The Completion Date is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The Contract Data defines the documents and other information which comprise the Contract. The Contractor is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.
The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; months are calendar months.
A Defect is any part of the Works not completed in accordance with the Contract.
The Defects liability period is the period named in the Contract Data and calculated from the Completion Date.
The Employer is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The Initial Contract price is the Contract Price listed in the Employer's Letter of Acceptance.
The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The Site is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.- Deleted.
A Variation is an instruction given by the Employer which varies the Works.
The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the
Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the
Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in
writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 ***Deleted***

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities,
and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be
stipulated by GOK from time to time during the execution of the work. The technical staff so
employed shall be available at site as may be stipulated by the Employer.
9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or
his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within
seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are

subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is
the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry
out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is
not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of
the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the
Site, to any place where work in connection with the Contract is being carried out or is intended to be
carried out and to any place where materials or plant are being manufactured / fabricated / assembled
for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws
where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred
by either party to Arbitration within 30 days of the notification of the Employer’s decision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will
be final and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special
Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the

Specification to check
whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and
any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability
Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period
shall be extended for as long as Defects remain to be corrected.
31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length
of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the
Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be
done by the Contractor.
33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work
done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered
necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ); (b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and (f) Change in any specified sequence, methods or timing of construction of any part of the work.
34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this
connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided
that no order in writing shall be required for increase or decrease in the quantity of an item appearing
in the BOQ so long as the work executed conforms to the approved drawings.
34.4 ***The contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instruction shall confirm it in writing within 30 days, failing which the work shall be out as though there is no variation. In case variation is approved it shall be***

accompanied by Bill Of Quantity, failing which the contractor shall be responsible for deviation if any.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item

previously paid in the light of later information.

37. Payments

37.1 ***Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of the bill. The contractor shall be liable to pay liquidated damages for shortfall in progress.***
For progress beyond the agreed programme payment it subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be Inclusive of GST of the sales

and other taxes that the
Contractor will have to pay for the performance of this Contract. The Employer will perform such
duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment: Not Applicable

40.1 **a.** For all works costing more than Rs.50lakhs, if the period of execution is more than 12 months, the price adjustment will be calculated as prescribed in Annexure to G.O. No.FD59 PRO Cell/2004 Dt:26-11-2004 and G.O No: FD 3PCL 2008, Bengaluru, Dt:21.11.2008. Also Price adjustment will be calculated as per G.O No.791 Exp-12/2015, Bangalore, Dated 26.02.2016.

b. If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, **Star Rates** in respect of specified materials (Cement, steel and Bitumen) only shall be payable to the contractor based on the All India Average Whole Sale Price Index for the said materials. The Star Rates adjustments shall be increased or decreased in the index as applied to be said materials between the last date for receiving bids and the date of execution as per the approved Program of Works submitted by the contractor at the time of execution of agreement which shall mandatory be a part of agreement.

c. If the period of execution is less than or equal to 6 months, for all works irrespective of the cost of the works, Price adjustments or Start Rates shall not be applicable.

d. In works contracts where price adjustment clause is provided, the price adjustment shall be admissible from the date of opening of tenders (Original or extended).

e. Price Adjustment clause shall not be included in Goods and Equipment tender documents. However, in respect of tender documents for procurement of Electric Cables, Transformers, Generators, Motors that have raw material component subject to price fluctuations, appropriate price adjustment clauses may be incorporated by the Tender Inviting Authority in the tender documents, with the specific approval of the concerned Head of the Department or Managing Director of the Public Sector Undertaking/Board.

40.2 The above mentioned methods of price adjustments clause are subject to the following conditions:

I. The price adjustment clause or the star rates shall not be admissible if the contract period is extended due to lapse on the part of the contractor.

II. For the cases (A) and (B) above, if the contract period is extended due to no fault of the contractor, the modified programme shall be approved by the competent authority and shall become a part of agreement for which price adjustment /star rates will be applicable.

III. For the purpose of working out price adjustment and star rates, the price index issued from time to time by the Ministry of Commerce and Industry, Government of India should be adopted.

40.3 The above instructions will only be applicable prospectively and shall not be applicable for contracts concluded in the past or being concluded presently or for tenders already invited.

40.4 The above instructions shall apply to all Procurement Entities as defined in Section 2(d) Chapter I of the Karnataka Transparency in Public Procurement Act, 1999.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract

Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall

correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: Not Applicable

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor

considers payable under the Contract before the end of the Defects Liability Period. The Employer
shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor
within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the
Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"* Drawings and/or operating and maintenance manuals are required, the Contractor shall
supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not
receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

* Completion drawings

49. Termination

49.1 ***The Employer may terminate the contract if the other party causes a fundamental breach of the contract.***

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) **Deleted**

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) **Deleted**

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or Fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other

than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is
fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure
and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the
Employer shall prepare bill for the value of the work done less advance payments received up to the
date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at
source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the
Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of
Contract by the Employer, the Employer shall prepare bill for the value of the work done, the
reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely
on the Works, and the Contractor's costs of protecting and securing the Works and less advance
payments received up to the date of the certificate, less other recoveries due in terms of the contract,
and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the
property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the
Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make
the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for
all work carried out before receiving it and for any work carried out afterwards to which commitment
was made.

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the

Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24) **is applicable as per govt circular no/la/273/lac/2012(ba) dt-10/1/2014.**

4.1 The procedure for arbitration shall be as follows:

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole

Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at **Bangalore** Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Additional clause: **In case of the death of a Contractor after the executing the Agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rate irrespective of the cost of the work.**

5. Special conditions

a) The Tenderers are bound to furnish the original certified documents to the employer within Three days from the day of opening of technical bid for verification, failing which the bid of tenderer will be considered as technically non responsive.

b) All the works are to be carried out as per the standard specifications issued from time to time by BIS and as per relevant codes and practice.

c) Royalty charges shall be recovered as per the prevailing rates issued by the department of Mines and geology.

d) As per GO No. FD 300/LET/2006 dated:18.01.2007 1% will be deducted from each every bill as per labour welfare tax act and further the agency has to register the name of the labourers who are employed on this work with concerned authority.

e) As per the circular no:CWS/REP/CIR/CR01/13-14 dated:30.07.2013 issued by the Chief Executive Officer and Labour Commissioner, Government of Karnataka, the agency should deploy only registered labours.

f) Manufactured sand can be used as per the provisions made in the schedule of rates in confirmation with BIS 2116 and IS 383 code.

g) The Tenderer shall submit in e-portal, the programme/schedule for execution of each of the building works along with cash flow chart based on mile stone at the time of submission of his tender itself.

h) The Rates quoted by the tenderer shall be **inclusive of GST**. Accordingly Bid Document section 2, ITT clause 11.3 shall be read as:

All duties, taxes **(Including GST)** and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

i) The Tenderer shall establish one field laboratory at a suitable place to be identified by the Executive Engineer in charge of the work for carrying out day to day quality tests.

j) The letter of willingness of the sub contractor to be engaged for electrical, water supply & Sanitary, and other related works should be obtained and uploaded in the e-portal.

k) The Tenderer shall arrange temporary Electrical power supply and water supply connection for the construction of the building.

l) The tenderer should obtain the statutory approvals from the concerned Departments like KSPCB, BWSSB&DB/concerned water board, Municipal/City Corporation, BESCOM/KPTCL , other related department etc. The Statutory charges will be reimbursed by the Department.

m) Tenderer should have latest GST Registration and latest 3 GST clearance certificate in their name.

n) Tenderer should have ESI & PF Certificates and latest clearance certificate in their name.

o) Progress of Work will be reviewed monthly / at the end of the each Milestone. In case the Progress achieved falls short by more than 10% of the Cumulative Programmed, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer.

p) In respect of the Shortfall in Progress (reviewed at the end of the each Milestone), assessed due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay the penalty at 0.25% and maximum of 10% of the contract price for each day

q) After completion of last mile stone of the said work, for the extended contract period the liquidated damages will be converted as penalty for the delay caused by the bidder.

r) The Bankers Certificate should be in Prescribed format as per bid document only.

s) The contractor shall be solely responsible for the safety of their staff and the general public on the site and shall observe all the precautionary and safety measures throughout the execution of work.

Electrical works:

1. **The work also includes obtaining statutory approvals / sanctions from Electrical Inspectorate BESCOM / KPTCL before commencement of the work, Pollution Control Board, etc.,**

2. The specifications of materials not covered in this document but to be used:
   a) Shall conform to the current specification adopted by BESCOM / KPTCL / PWD/ CPWD and relevant BIS.

   b) Approvals shall be obtained for the materials, light fittings, poles, switches etc., before procurement and installation by Executive Engineer, Electrical Division, Bangalore.

3. Power Service connections from BESCOM/KPTCL shall be arranged by the contractor after observing due formalities

4. Statutory payments to BESCOM / KPTCL / Electrical Inspectorate / CITY CORPORATION/ POLLUTION CONTROL BOARD, Fire Department etc., will be made by *Department.*

5. The contractor shall be solely responsible for the safety of their staff and the general public on the site and shall observe all the precautionary and safety measures throughout the execution of work.

Note: For electrical works, the rates inclusive of supplying, fixing and commissioning with connected accessories wherever applicable.

List of Minimum Key Personnel to be deployed by the contractor at site for Contract work.

Sl. No.	Position	Qualification	No. of persons
1	Project Engineer	B.E. Civil with minimum experience of 10 years in the Construction of buildings.	1 (One)
2	Site Engineer (Civil)	B.E. Civil with minimum experience of 8 years in the Construction of buildings	1 (One)
3	Site Engineer (Electrical	B.E. Electrical with minimum experience of 5 years in the Construction of buildings	1 (One)
4	Safety Engineer	Diploma with minimum experience of 5 years in the Construction of buildings	1 (One)

Note: 1) The tenderer shall submit Qualification certificate and photo identity proof such as Aadhar Card/Voter ID/Employee ID/Pass port/ Driving License etc., for the key personnel such as Project Engineer/site engineer to be deployed at each of the work site.

2) The key personnel deployed at the site for this work should be working for a minimum period of one year with the tenderers and experience certificate has to be furnished in this regard.

3) The Site Engineer (Civil & Electrical Engineer) shall be exclusively deployed for this work i.e he shall not be deployed for any other work till the closure of this contract period.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Clause Reference

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

Name: ***Executive Engineer, South Division, BDA, Bangalore.***

Name of authorized Representative: **Executive Engineer, South Division, BDA, Bangalore**

The name and identification number of the Contract is

No: BDA/2024-25/BD/WORK_INDENT49 [1.1]

The Works consist of **Construction Of 100 Beds Mens Hostel In Regional Institute Of English, South India Campus At Bengaluru PWD/2024-25/BD/WORK_INDENT10941.**

The start date shall be **One Week** from the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole

K/W-4 Works/Open tender/Item Rate/>Rs.100 lakhs <1000 lakhs

of the Works is **11 months *including monsoon*** with the following milestones [17, 26]

Milestone dates:

Physical works to be completed Period from the date of issue of Notice to proceed with the work

Name of Work: Improvements to Existing of J.P Nagara 9th Phase, 7th Block Layout, behind Alahalli lake Bangalore South. BDA/2024-25/BD/WORK_INDENT 49.

Milesto	Months	Description
Milestone - 1	1 to 3 Months i.e., end of 3rd month.	Providing floor wise, working drawings, providing Water supply and sanitary GFC drawing and any other design/drawings related to this project. • Completion of First Floor and Brick works up to Ground floor. • Infrastructure and all services like internal plumbing & electrical works, all finishing works,
Milestone - 2	4 to 6 Months i.e., end of 6th month.	Providing floor wise, working drawings, providing Water supply and sanitary GFC drawing and any other design/drawings related to this project. • Completion of Second Floor and, Brick works up to First floor. • Infrastructure and all services like internal plumbing & electrical works, all finishing works,
Milestone - 3	7 to 9 Months i.e., end of 9th month	Providing floor wise, working drawings, providing Water supply and sanitary GFC drawing and any other design/drawings related to this project. • Completion of Third Floor slabs, and Brick works up to Second Floor. • Infrastructure and all services like internal plumbing & electrical works, all finishing works, Lift, HVAC, etc up to Second floor and any item related to this project. • Completion of, head room and overhead tank, lift machine rooms
Milestone - 4	10 & 11 Months i.e., end of 11th month	• Flooring, internal painting and all other related fixtures • Infrastructure and all services like external & internal plumbing & electrical works, all finishing works, Lift, HVAC, works. etc and any item related to this project. • Completion of external works such as plastering, painting, parking, Internal road and STP. • Completion of plumbing, Sanitary and electrical fixtures. • Obtaining Statuary approvals from concerned department

The Site Possession Date is :**One Week after issue of the work order**. [21]

The Site is located at premises of **Regional Institute Of English, South India Campus At Jnana Barathi Bengaluru** [1.1]

and is defined in drawings nos. ***Enclosed separately***

The Defects Liability Period is 1(one) year from the date of completion of the

work including maintenance . [31]

Insurance requirements are as under:
[13]

	Type of Cover	Minimum cover for Insurance[36]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[37]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula**; Only star rates applicable as per GO**.
[40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with
the following formula:

$$V_L = 0.85 \times P_L/100 \times R \times (L_i - L_o) / L_o$$ **Where,**

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index for industrial workers for **Bangalore** Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

L_i = The average consumer price index for industrial workers for **Bangalore** Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of labour component of the work.

Adjustment for cement component :

(ii) Price adjustment for increase or decrease in the cost of cement component procured by the
contractor shall be paid in accordance with the following formula.

$$V_C = 0.85 \times P_C /100 \times R \times (C_i - C_o) / C_o$$ **, Where,**

V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

C_o = The all India average wholesale price index [11]for cement (Ordinary

Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi;

C_i= The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement[42] has been chosen to represent Cement Group

Adjustment for steel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_S = 0.85 \times P_s/100 \times R \times (S_i - S_o)/S_o \text{ where,}$$

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (steel rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (steel rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi

P_S = Percentage of steel component of the work

Note: For the application of this clause, Average wholesale price index for M.S long products as published by office of the Economic Advisor Ministry of Commerce and Industry, GOI.

Adjustment of Bitumen Component:

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B/100 \times R \times (B_i - B_o)/B_o \text{ , Where}$$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the MRPL depot at ***Bangalore*** on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at ***Bangalore*** for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

---

[11]The index number are available in the web site http://eaindustry.nic.in

Adjustment of Fuel and Lubricant component:

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o$, Where,

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o= The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPCL at **Bangalore** on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPCL **Bangalore** for the 15th day of the middle calendar month of the quarter under consideration

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD has been chosen to represent Fuel and Lubricant Group

Adjustment for Construction Machinery Component:

(vi) Price adjustment for increase or decrease in the cost of Construction Machinery procured by the contractor shall be paid in accordance with the following formula:

$$V_P = 0.85 \times P_{CM} / 100 \times R \times (P_i - P_o) / P_o \text{ , Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Construction Machinery.

P_o = The all India average wholesale price index for Construction Machinery for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Construction Machinery for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_{CM} = Percentage of Construction Machinery component of the work.

Note: For the application of this Clause index For Manufacture of machinery mining quarying and construction of Machinery as published by office of the Economic Advisor Ministry of Commerce and Industry, GOI.

Adjustment for Other materials.:

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M / 100 \times R \times (M_i - M_o) / M_o \text{ , Where}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i= The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages will govern the price adjustment for the entire contract:

1.		Cement - P_C ***9.50 %***
2.	Steel - P_S	***9.00 %***

The liquidated damages for the whole of the works are Rs.0.1% of the contract value (amount)

per day and that for the milestones is as under:

(Will be calculated as and when required)

For Milestone 1 i.e. 1 to 3 months
For Milestone 2 i.e. 4 to 6 months
For Milestone 3 i.e. 7 to 9 months
For Milestone 4 i.e. 10 to 11 months

The maximum amount of liquidated damages for the whole of the works [41]
is ten percent of final contract price.

The amounts of the advance payment are: Not Applicable [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization: [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price

Or ***3*** months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which "as-built" drawings (in scale ***1:100***) in 3 sets are required is within 30 days of issue
of certificate of completion of Whole or Section of the Work as the case may be.[48]

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of
certificate of completion of Whole or Section of the Work as the case may be.[48]

The amount to be with held for failing to supply "as built" drawings or supply of Operation and
Maintenance Manuals by the date required is ***Rs.10.00 Lakhs.*** [48]

The following events shall also be fundamental breach of the contract: [49.2]
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **30 percent or Cost of balance works whichever is higher**. [50.1]

SECTION 7:SPECIFICATIONS (TECHNICAL)

ENCLOSED IN E-PROCUREMENT PORTAL

SECTION 8: DRAWINGS

ENCLOSED IN E-PROCUREMENT PORTAL

SECTION 9: BILL OF QUANTITIES

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs) In figures	Rate (Rs) In words	Amount (Rs)

ENCLOSED IN e-PROCUREMENT PORTAL

Total Tender Price (in figures)	
(in words)	

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the
unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Nationalized/ Schedule Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee]
[12] _Rupees_____ _____[in words], and we undertake to pay
you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][13] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor
_____
Name of Bank
_____
Address
_____
Date

[12] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[13] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

Construction Of 100 Beds Mens Hostel In Regional Institute Of English, South India Campus At Bengaluru BDA2024-25/BD/WORK_INDENT 49

TENDER REFERENCE : **BDA/2024-25/BD/WORK_INDENT49**